

**Appendix C: Chart Summarizing Certain Arguments Regarding Third-Party Beneficiary  
Breach of Contract Claim (Count III)**

Defendants' Motion to Dismiss and Memorandum of Law in Support present in full Defendants' arguments in dismissal of Plaintiffs' third-party beneficiary breach of contract claim. For the Court's convenience, the chart below provides supporting citations under each states' laws for those arguments. Count III fails for additional reasons not represented in the chart below, as set forth in Defendants' Motion to Dismiss.

<b>State</b>	<b>Valid Contract Required</b>	<b>Intent to Benefit Third Party Required</b>	<b>Breach Required</b>	<b>Damages Required</b>	<b>Precluded by Third Party Disclaimer</b>
Alabama  <u>Plaintiff:</u> Christenson (¶ 17)	<b>Yes.</b> <i>Goostree v. Liberty Nat'l Life Ins. Co.</i> , 421 F. Supp. 3d 1268, 1275 (N.D. Ala. 2019).	<b>Yes.</b> <i>Russell v. Birmingham Oxygen Serv., Inc.</i> , 408 So.2d 90, 93 (Ala. 1981).	<b>Yes.</b> <i>Goostree v. Liberty Nat'l Life Ins. Co.</i> , 421 F. Supp. 3d 1268, 1275 (N.D. Ala. 2019).	<b>Yes.</b> <i>Goostree v. Liberty Nat'l Life Ins. Co.</i> , 421 F. Supp. 3d 1268, 1275 (N.D. Ala. 2019).	<b>Yes.</b> <i>Brown v. Gadsden Reg'l Med. Ctr. LLC</i> , 748 F. App'x 930, 933 (11th Cir. 2018).
Alaska  <u>Plaintiff:</u> Dixon (¶ 19)	<b>Yes.</b> <i>Nicdao v. Chase Home Fin.</i> , 839 F. Supp. 2d 1051, 1068 (D. Alaska 2012).	<b>Yes.</b> <i>Howell v. Ketchakin Pulp Co.</i> , 943 P.2d 1205, 1207 (Alaska 1997).	<b>Yes.</b> <i>Nicdao v. Chase Home Fin.</i> , 839 F. Supp. 2d 1051, 1068 (D. Alaska 2012).	<b>Yes.</b> <i>Nicdao v. Chase Home Fin.</i> , 839 F. Supp. 2d 1051, 1068 (D. Alaska 2012).	<b>Yes.</b> <i>Gartin v. Corrs. Corp. of Am.</i> , No. 3:09-cv-00117, 2009 WL 2486133, at *1-2 (D. Alaska Aug. 12, 2009).

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Arizona  <u>Plaintiff:</u> Phillips (§ 21)	<b>Yes.</b> <i>Thunderbird Metallurgical, Inc. v. Arizona Testing Lab 'ys</i> , 423 P.2d 124, 126 (Ariz. Ct. App. 1967).	<b>Yes.</b> <i>Brock Fam. P'ship, LLP v. Tellurian Dev. Co.</i> , No. 1 CA-CV 21-0419, 2022 WL 678040, at *3-4 (Ariz. Ct. App. Div. 1 Mar. 8, 2022).	<b>Yes.</b> <i>Thunderbird Metallurgical, Inc. v. Arizona Testing Lab 'ys</i> , 423 P.2d 124, 126 (Ariz. Ct. App. 1967).	<b>Yes.</b> <i>Thunderbird Metallurgical, Inc. v. Arizona Testing Lab 'ys</i> , 423 P.2d 124, 126 (Ariz. Ct. App. 1967).	<b>Yes.</b> <i>Brock Fam. P'ship, LLP v. Tellurian Dev. Co.</i> , No. 1 CA-CV 21-0419, 2022 WL 678040, at *3-4 (Ariz. Ct. App. Div. 1 Mar. 8, 2022).
Arkansas  <u>Plaintiff:</u> Avery (§ 23)	<b>Yes.</b> <i>Progressive Eldercare Servs.-Chicot, Inc. v. Long</i> , 449 S.W.3d 324, 327 (2014).	<b>Yes.</b> <i>Retro Television Network, Inc. v. Luken Commc'ns, LLC</i> , 696 F.3d 766, 769 (8th Cir. 2012).	<b>Yes.</b> <i>Ballard Grp., Inc. v. BP Lubricants USA, Inc.</i> , 436 S.W.3d 445, 450-51 (Ark. 2014).	<b>Yes.</b> <i>Ballard Grp., Inc. v. BP Lubricants USA, Inc.</i> , 436 S.W.3d 445, 450-51 (Ark. 2014).	<b>Yes.</b> <i>Retro Television Network, Inc. v. Luken Commc'ns, LLC</i> , 696 F.3d 766, 769 (8th Cir. 2012).

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California  <u>Plaintiff:</u> Jackson (¶ 25)	<b>Yes.</b> <i>Soil Retention Prods., Inc. v. Brentwood Indus., Inc.</i> , 521 F. Supp. 3d 929, 945 (S.D. Cal. 2021).	<b>Yes.</b> <i>In re Accellion, Inc. Data Breach Litig.</i> , 713 F. Supp. 3d 623, 647 (N.D. Cal. 2024).	<b>Yes.</b> <i>Soil Retention Prods., Inc. v. Brentwood Indus., Inc.</i> , 521 F. Supp. 3d 929, 945 (S.D. Cal. 2021).	<b>Yes.</b> <i>Soil Retention Prods., Inc. v. Brentwood Indus., Inc.</i> , 521 F. Supp. 3d 929, 945 (S.D. Cal. 2021).	<b>Yes.</b> <i>In re Accellion, Inc. Data Breach Litig.</i> , 713 F. Supp. 3d 623, 647 (N.D. Cal. 2024).
Colorado  <u>Plaintiff:</u> Dugan (¶ 27)	<b>Yes.</b> <i>Adams Cnty. Hous. Auth. V. Panzlau</i> , 527 P.3d 440, 450 (Colo. App. 2022).	<b>Yes.</b> <i>Gorsuch, Ltd. v. Wells Fargo Nat'l Bank Ass'n</i> , 830 F. Supp. 2d 1202, 1205-07 (D. Colo. 2011).	<b>Yes.</b> <i>Adams Cnty. Hous. Auth. V. Panzlau</i> , 527 P.3d 440, 450 (Colo. App. 2022).	<b>Yes.</b> <i>Adams Cnty. Hous. Auth. V. Panzlau</i> , 527 P.3d 440, 450 (Colo. App. 2022).	<b>Yes.</b> <i>Gorsuch, Ltd. v. Wells Fargo Nat'l Bank Ass'n</i> , 830 F. Supp. 2d 1202, 1205-07 (D. Colo. 2011).

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Connecticut  <u>Plaintiff:</u> Mammad (¶ 29)	<b>Yes.</b> <i>Reyes v. Nautilus Ins. Co.</i> , No. CV106013254S, 2012 WL 1004302, *4 (Conn. Super. Ct. Mar. 6, 2012).	<b>Yes.</b> <i>Reyes v. Nautilus Ins. Co.</i> , No. CV106013254S, 2012 WL 1004302, *4 (Conn. Super. Ct. Mar. 6, 2012).	<b>Yes.</b> <i>Reyes v. Nautilus Ins. Co.</i> , No. CV106013254S, 2012 WL 1004302, *4 (Conn. Super. Ct. Mar. 6, 2012).	<b>Yes.</b> <i>Reyes v. Nautilus Ins. Co.</i> , No. CV106013254S, 2012 WL 1004302, *4 (Conn. Super. Ct. Mar. 6, 2012).	<b>Yes.</b> <i>Fleet Dev. Ventures LLC v. Brisker</i> , No. 3:06CV0570, 2008 WL 4000611, at *8 (D. Conn. Aug 26, 2008).
Delaware  <u>Plaintiff:</u> Madonna (¶ 31)	<b>Yes.</b> <i>H-M Wexford LLC v. Encorp, Inc.</i> , 832 A.2d 129, 140 (Del. Ch. 2003).	<b>Yes.</b> <i>Donnelly v. Fannie Mae</i> , No. CPU4-13-003614, 2015 WL 6739163, at*3 (Del. C.P. Nov. 3, 2015).	<b>Yes.</b> <i>H-M Wexford LLC v. Encorp, Inc.</i> , 832 A.2d 129, 140 (Del. Ch. 2003).	<b>Yes.</b> <i>H-M Wexford LLC v. Encorp, Inc.</i> , 832 A.2d 129, 140 (Del. Ch. 2003).	<b>Yes.</b> <i>Capano v. Capano</i> , Nos. 8721, 8767, 2014 WL 2964071, at *13 (Del. Ch. June 30, 2014).

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District of Columbia  <u>Plaintiff:</u> Warren (¶ 33)	<b>Yes.</b> <i>Logan v. LaSalle Bank Nat'l Ass'n</i> , 80 A.3d 1014, 1023 (D.C. 2013).	<b>Yes.</b> <i>Fort Lincoln Civic Ass'n, Inc. v. Fort Lincoln New Town Corp.</i> , 944 A.2d 1055, 1069 (D.C. 2008).	<b>Yes.</b> <i>Logan v. LaSalle Bank Nat'l Ass'n</i> , 80 A.3d 1014, 1023 (D.C. 2013).	<b>Yes.</b> <i>Logan v. LaSalle Bank Nat'l Ass'n</i> , 80 A.3d 1014, 1023 (D.C. 2013).	<b>Yes.</b> <i>Fort Lincoln Civic Ass'n, Inc. v. Fort Lincoln New Town Corp.</i> , 944 A.2d 1055, 1069 (D.C. 2008).
Florida  <u>Plaintiffs:</u> Conley (¶ 35) Meadows (¶ 37) Diatlova (¶ 39)	<b>Yes.</b> <i>Anago Franchising, Inc. v. Shaz, LLC</i> , No. 10-62273-CIV, 2012 WL 12860742, at *2 (S.D. Fla. Nov. 27, 2012).	<b>Yes.</b> <i>Anago Franchising, Inc. v. Shaz, LLC</i> , No. 10-62273-CIV, 2012 WL 12860742, at *2 (S.D. Fla. Nov. 27, 2012).	<b>Yes.</b> <i>Anago Franchising, Inc. v. Shaz, LLC</i> , No. 10-62273, 2012 WL 12860742, at *2 (S.D. Fla. Nov. 27, 2012).	<b>Yes.</b> <i>Anago Franchising, Inc. v. Shaz, LLC</i> , No. 10-62273-CIV, 2012 WL 12860742, at *2 (S.D. Fla. Nov. 27, 2012).	<b>Yes.</b> <i>Zabala v. Integon Nat'l Ins. Co.</i> , No. 20-2221-Civ, 2020 WL 3977380, at *3 (S.D. Fla. July 14, 2020).

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Georgia  <u>Plaintiff:</u> Darby (¶ 41)	<b>Yes.</b> <i>Brooks v. Branch Banking &amp; Tr. Co.</i> , 107 F. Supp. 3d 1290, 1295 (N.D. Ga. 2015).	<b>Yes.</b> <i>Kuchenmeister v. HealthPort Techs., LLC</i> , 753 F. App'x 794, 797 (11th Cir. 2018).	<b>Yes.</b> <i>Brooks v. Branch Banking &amp; Tr. Co.</i> , 107 F. Supp. 3d 1290, 1295 (N.D. Ga. 2015).	<b>Yes.</b> <i>Brooks v. Branch Banking &amp; Tr. Co.</i> , 107 F. Supp. 3d 1290, 1295 (N.D. Ga. 2015).	<b>Yes.</b> <i>Kuchenmeister v. HealthPort Techs., LLC</i> , 753 F. App'x 794, 797 (11th Cir. 2018).
Hawaii  <u>Plaintiff:</u> Antonio (¶ 43)	<b>Yes.</b> <i>Illinois Nat. Ins. Co. v. Nordic PCL Const., Inc.</i> , 870 F. Supp. 2d 1015, 1034 (D. Haw. 2012).	<b>Yes.</b> <i>Velasco v. Sec. Nat. Mortg. Co.</i> , 823 F. Supp. 2d 1061, 1067 (D. Haw. 2011).	<b>Yes.</b> <i>Illinois Nat. Ins. Co. v. Nordic PCL Const., Inc.</i> , 870 F. Supp. 2d 1015, 1034 (D. Haw. 2012).	<b>Yes.</b> <i>Illinois Nat. Ins. Co. v. Nordic PCL Const., Inc.</i> , 870 F. Supp. 2d 1015, 1034 (D. Haw. 2012).	<b>Yes.</b> <i>Laeroc Waikiki Parkside, LLC v. K.S.K. (Oahu) Ltd. P'ship</i> , 186 P.3d 961, 975 n.15 (Haw. 2007).

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Idaho  <u>Plaintiff:</u> Rape (§ 45)	<b>Yes.</b> <i>Miller Tr. Of Glen Miller &amp; Cynthia Anderson Revocable Living Tr. V. Rocking Ranch No. 3 Prop. Owners' Ass'n, Inc.</i> , 541 P.3d 1279, 1284 (Idaho 2024).	<b>Yes.</b> <i>Fenwick v. Idaho Dep't of Lands</i> , 144 Idaho 318, 323 (Idaho 2007).	<b>Yes.</b> <i>Miller Tr. of Glen Miller &amp; Cynthia Anderson Revocable Living Tr. v. Rocking Ranch No. 3 Prop. Owners' Ass'n, Inc.</i> , 541 P.3d 1279, 1284 (Idaho 2024).	<b>Yes.</b> <i>Miller Tr. of Glen Miller &amp; Cynthia Anderson Revocable Living Tr. v. Rocking Ranch No. 3 Prop. Owners' Ass'n, Inc.</i> , 541 P.3d 1279, 1284 (Idaho 2024).	<b>Yes.</b> <i>Eixenberger v. Corrs. Corp. of Am.</i> , No. 1:15-cv-00027, 2016 WL 4720002, at *4 (D. Idaho Aug. 15, 2016), <i>R. &amp; R. adopted</i> , 2016 WL 4719998 (D. Idaho Sept. 8, 2016).
Illinois  <u>Plaintiffs:</u> Leffers (§ 47) M.O. (§ 49)	<b>Yes.</b> <i>Babbitt Muns., Inc. v. Health Care Serv. Corp.</i> , 64 N.E.3d 1178, 1186 (Ill. App. Ct. 2016).	<b>Yes.</b> <i>155 Harbor Dr. Condo. Ass'n v. Harbor Point Inc.</i> , 568 N.E.2d 365, 375 (Ill. App. Ct. 1991).	<b>Yes.</b> <i>Babbitt Muns., Inc. v. Health Care Serv. Corp.</i> , 64 N.E.3d 1178, 1186 (Ill. App. Ct. 2016).	<b>Yes.</b> <i>Babbitt Muns., Inc. v. Health Care Serv. Corp.</i> , 64 N.E.3d 1178, 1186 (Ill. App. Ct. 2016).	<b>Yes.</b> <i>Juza v. Wells Fargo Bank, N.A.</i> , 794 F. App'x 529, 538 (7th Cir. 2020).

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Indiana  <u>Plaintiffs:</u> Lowe (¶ 52) Sims (¶ 54)	<b>Yes.</b> <i>Aspen Am. Ins. Co. v. Blackbaud, Inc.</i> , 624 F. Supp. 3d 982, 994 (N.D. Ind. 2022).	<b>Yes.</b> <i>Bowman v. Int'l Bus. Machs. Corp.</i> , 853 F. Supp. 2d 766, 769 (S.D. Ind. 2012).	<b>Yes.</b> <i>Aspen Am. Ins. Co. v. Blackbaud, Inc.</i> , 624 F. Supp. 3d 982, 994 (N.D. Ind. 2022).	<b>Yes.</b> <i>Aspen Am. Ins. Co. v. Blackbaud, Inc.</i> , 624 F. Supp. 3d 982, 994 (N.D. Ind. 2022).	<b>Yes.</b> <i>Bowman v. Int'l Bus. Machs. Corp.</i> , 853 F. Supp. 2d 766, 769-70 (S.D. Ind. 2012).
Iowa  <u>Plaintiff:</u> Kleinheksel (¶ 56)	<b>Yes.</b> <i>Harris v. Mercy Health Network, Inc.</i> , No. 4:23-cv-00195, 2024 WL 5055556, at *8 (S.D. Iowa June 26, 2024).	<b>Yes.</b> <i>RPC Liquidation v. Iowa Dep't of Transp.</i> , 717 N.W.2d 317, 319 (Iowa 2006).	<b>Yes.</b> <i>Harris v. Mercy Health Network, Inc.</i> , No. 4:23-cv-00195, 2024 WL 5055556, at *8 (S.D. Iowa June 26, 2024).	<b>Yes.</b> <i>Harris v. Mercy Health Network, Inc.</i> , No. 4:23-cv-00195, 2024 WL 5055556, at *8 (S.D. Iowa June 26, 2024).	<b>Yes.</b> <i>RPC Liquidation v. Iowa Dep't of Transp.</i> , 717 N.W.2d 317, 320-25 (Iowa 2006).



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Kansas  <u>Plaintiff:</u> Carter (§ 58)	<b>Yes.</b> <i>Washington v. Washington</i> , 605 F. App'x 716, 718 (10th Cir. 2015).	<b>Yes.</b> <i>State of Kan. ex rel. Stovall v. Reliance Ins. Co.</i> , 107 P.3d 1219, 1230 (Kan. 2005).	<b>Yes.</b> <i>Washington v. Washington</i> , 605 F. App'x 716, 718 (10th Cir. 2015).	<b>Yes.</b> <i>Washington v. Washington</i> , 605 F. App'x 716, 718 (10th Cir. 2015).	<b>Yes.</b> <i>Kan. Mun. Energy Agency v. Bd. of Pub. Utils. of Kan. City, Kan.</i> , No. 87,084, 2002 WL 35657528, at *8-9 (Kan. Ct. App. Dec. 6, 2002).
Kentucky  <u>Plaintiff:</u> Hatfield (§ 60)	<b>Yes.</b> <i>Bradley v. Peloton Interactive, Inc.</i> , No. 23-118, 2024 WL 1123577, at *4 (E.D. Ky. Mar. 14, 2024).	<b>Yes.</b> <i>Sexton v. Taylor Cnty., Ky.</i> , 692 S.W.2d 808, 810 (Ky. Ct. App. 1985).	<b>Yes.</b> <i>Bradley v. Peloton Interactive, Inc.</i> , No. 23-118, 2024 WL 1123577, at *4 (E.D. Ky. Mar. 14, 2024).	<b>Yes.</b> <i>Bradley v. Peloton Interactive, Inc.</i> , No. 23-118, 2024 WL 1123577, at *4 (E.D. Ky. Mar. 14, 2024).	<b>Yes.</b> <i>Funk v. Limelight Media Group, Inc.</i> , No. 1:06CV-72, 2006 WL 2983058, at *8 (D. Ky. Oct. 16, 2006).

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Louisiana  <u>Plaintiff:</u> Bonier (¶ 62)	<b>Yes.</b> <i>XXX Int'l Amusements, Inc. v. Gulf Coast Visuals Mgmt. Co., LLC</i> , No. 15-14156, 2018 WL 1570335, at *4 (E.D. Mich. Mar. 30, 2018).	<b>Yes.</b> <i>Joseph v. Hosp. Serv. Dist. No. 2 of Parish of St. Mary</i> , 939 So.2d 1206, 1211-12 (La. 2006).	<b>Yes.</b> <i>XXX Int'l Amusements, Inc. v. Gulf Coast Visuals Mgmt. Co., LLC</i> , No. 15-14156, 2018 WL 1570335, at *4 (E.D. Mich. Mar. 30, 2018).	<b>Yes.</b> <i>XXX Int'l Amusements, Inc. v. Gulf Coast Visuals Mgmt. Co., LLC</i> , No. 15-14156, 2018 WL 1570335, at *4 (E.D. Mich. Mar. 30, 2018).	<b>Yes.</b> <i>Reddick v. Medtronic, Inc.</i> , No. CV 18-8568, 2021 WL 779201, at *3 (E.D. La. Mar. 1, 2021).
Maine  <u>Plaintiff:</u> Merrill (¶ 64)	<b>Yes.</b> <i>Zhao v. CIEE Inc.</i> , 3 F.4th 1, 4 (1st Cir. 2021).	<b>Yes.</b> <i>F.O. Bailey Co., Inc. v. Ledgewood, Inc.</i> , 603 A.2d 466, 468 (Me. 1992).	<b>Yes.</b> <i>Zhao v. CIEE Inc.</i> , 3 F.4th 1, 4 (1st Cir. 2021).	<b>Yes.</b> <i>Zhao v. CIEE Inc.</i> , 3 F.4th 1, 4 (1st Cir. 2021).	<b>Yes.</b> <i>Pejepscot Indus. Park, Inc. v. Maine Cent. R.R. Co.</i> , 297 F. Supp. 2d 326, 331 (D. Me. 2003).

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Maryland  <u>Plaintiff:</u> Seibert (§ 66)	<b>Yes.</b> <i>Wal-Mart Real Est. Bus. Tr. v. Garrison Realty Invs., LLC</i> , 657 F. Supp. 3d 757, 766 (D. Md. 2023).	<b>Yes.</b> <i>120 W. Fayette St., LLLP v. Mayor &amp; City Council of Balt.</i> , 43 A.3d 355, 368 (Md. App. 2012).	<b>Yes.</b> <i>Wal-Mart Real Est. Bus. Tr. v. Garrison Realty Invs., LLC</i> , 657 F. Supp. 3d 757, 766 (D. Md. 2023).	<b>Yes.</b> <i>Wal-Mart Real Est. Bus. Tr. v. Garrison Realty Invs., LLC</i> , 657 F. Supp. 3d 757, 766 (D. Md. 2023).	<b>Yes.</b> <i>Yaffe v. Scarlett Place Residential Condo., Inc.</i> , 45 A.3d 844, 852 (Md. Ct. Spec. App. 2012).
Massachusetts  <u>Plaintiff:</u> Paul (§ 68)	<b>Yes.</b> <i>Vieira v. First Am. Title Ins. Co.</i> , 668 F. Supp. 2d 282, 288 (D. Mass. 2009).	<b>Yes.</b> <i>Markle v. HSBC Mortg. Corp. (USA)</i> , 844 F. Supp. 2d 172, 180 (D. Mass. 2011).	<b>Yes.</b> <i>Vieira v. First Am. Title Ins. Co.</i> , 668 F. Supp. 2d 282, 288 (D. Mass. 2009).	<b>Yes.</b> <i>Vieira v. First Am. Title Ins. Co.</i> , 668 F. Supp. 2d 282, 288 (D. Mass. 2009).	<b>Yes.</b> <i>Markle v. HSBC Mortg. Corp. (USA)</i> , 844 F. Supp. 2d 172, 181 (D. Mass. 2011).

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Michigan  <u>Plaintiff:</u> Evans (¶ 70)	<b>Yes.</b> <i>Burton v. William Beaumont Hosp.</i> , 373 F. Supp. 2d 707, 718 (E.D. Mich. 2005).	<b>Yes.</b> <i>Johnson v. Doodson Ins. Brokerage, LLC</i> , 793 F.3d 674, 676 (6th Cir. 2015).	<b>Yes.</b> <i>Burton v. William Beaumont Hosp.</i> , 373 F. Supp. 2d 707, 718 (E.D. Mich. 2005).	<b>Yes.</b> <i>Burton v. William Beaumont Hosp.</i> , 373 F. Supp. 2d 707, 718 (E.D. Mich. 2005).	<b>Yes.</b> <i>Badiee v. Brighton Area Sch.</i> , 695 N.W.2d 521, 540 (2005).
Minnesota  <u>Plaintiffs:</u> Brooks (¶ 72) Powers (¶ 74) Allen (¶ 76)	<b>Yes.</b> <i>Fairview Health Servs. v. Armed Forces Off. of Royal Embassy of Saudi Arabia</i> , 705 F. Supp. 3d 898, 908 (D. Minn. 2023).	<b>Yes.</b> <i>Kruger v. Lely N. Am., Inc.</i> , 518 F. Supp. 3d 1281, 1289 (D. Minn. 2021).	<b>Yes.</b> <i>Fairview Health Servs. v. Armed Forces Off. of Royal Embassy of Saudi Arabia</i> , 705 F. Supp. 3d 898, 908 (D. Minn. 2023).	<b>Yes.</b> <i>Fairview Health Servs. v. Armed Forces Off. of Royal Embassy of Saudi Arabia</i> , 705 F. Supp. 3d 898, 908 (D. Minn. 2023).	<b>Yes.</b> <i>Michelin Props. LLC v. Jacobson Env't, PLLC</i> , No. A24-0685, 2025 WL 251713, at*4-5 (Minn. Ct. App. Jan 21, 2025).

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Mississippi  <u>Plaintiff:</u> Baggett (¶ 78)	<b>Yes.</b> <i>Guinn v. Wilkerson</i> , 963 So. 2d 555, 558 (Miss. Ct. App. 2006).	<b>Yes.</b> <i>Hobbs Constr., LLC v. Dev. Enters., Inc.</i> , No. 1:12CV281, 2013 WL 12123369, at *2 (S.D. Miss. May 29, 2013).	<b>Yes.</b> <i>Guinn v. Wilkerson</i> , 963 So. 2d 555, 558 (Miss. Ct. App. 2006).	<b>Yes.</b> <i>Guinn v. Wilkerson</i> , 963 So. 2d 555, 558 (Miss. Ct. App. 2006).	<b>Yes.</b> <i>S. Indus. Contractors, LLC v. Neel-Schaffer, Inc.</i> , No. 1:17CV255, 2017 WL 5906041, at *3 (S.D. Miss. Nov. 30, 2017).
Missouri  <u>Plaintiffs:</u> Jones (¶ 80) Hoag (¶ 82)	<b>Yes.</b> <i>Raimo v. Wash. Univ. In St. Louis</i> , No. 4:20-cv-00634, 2022 WL 796239, at *9 (E.D. Mo. Mar. 22, 2022).	<b>Yes.</b> <i>OFW Corp. v. City of Columbia</i> , 893 S.W.2d 876, 879 (Mo. Ct. App. 1995).	<b>Yes.</b> <i>Raimo v. Wash. Univ. In St. Louis</i> , No. 4:20-cv-00634, 2022 WL 796239, at *9 (E.D. Mo. Mar. 22, 2022).	<b>Yes.</b> <i>Raimo v. Wash. Univ. In St. Louis</i> , No. 4:20-cv-00634, 2022 WL 796239, at *9 (E.D. Mo. Mar. 22, 2022).	<b>Yes.</b> <i>Lexington Ins. Co. v. Integrity Land Title Co.</i> , 852 F. Supp. 2d 1119, 1138 (E.D. Mo. 2012), <i>aff'd</i> , 721 F.3d 958 (8th Cir. 2013).

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Montana  <u>Plaintiff:</u> Schwalbe (¶ 84)	<b>Yes.</b> <i>Lindstrom v. Polaris Inc.</i> , No. 23-137-BLG, 2024 WL 4237732, at *10 (D. Mont. Aug. 9, 2024), <i>R. &amp; R. adopted</i> , 2024 WL 4275619 (D. Mont. Sept. 24, 2024).	<b>Yes.</b> <i>Ludwig v. Spoklie</i> , 930 P.2d 56, 59 (Mont. 1996).	<b>Yes.</b> <i>Lindstrom v. Polaris Inc.</i> , No. 23-137-BLG, 2024 WL 4237732, at *10 (D. Mont. Aug. 9, 2024), <i>R. &amp; R. adopted</i> , 2024 WL 4275619 (D. Mont. Sept. 24, 2024).	<b>Yes.</b> <i>Lindstrom v. Polaris Inc.</i> , No. 23-137-BLG, 2024 WL 4237732, at *10 (D. Mont. Aug. 9, 2024), <i>R. &amp; R. adopted</i> , 2024 WL 4275619 (D. Mont. Sept. 24, 2024).	<b>Yes.</b> <i>Dick Anderson Constr., Inc. v. Monroe Constr. Co., L.L.C.</i> , 221 P.3d 675, 686 (Mont. 2009).
Nebraska  <u>Plaintiff:</u> Kentner (¶ 86)	<b>Yes.</b> <i>Abira Med. Lab'ys, LLC v. Mut. of Omaha Ins. Co.</i> , No. 8:24CV194, 2024 WL 4056573, at *8 (D. Neb. Sept. 5, 2024).	<b>Yes.</b> <i>Podraza v. New Century Physicians of Nebraska, LLC</i> , 789 N.W.2d 260, 267 (Neb. 2010).	<b>Yes.</b> <i>Abira Med. Lab'ys, LLC v. Mut. of Omaha Ins. Co.</i> , No. 8:24CV194, 2024 WL 4056573, at *8 (D. Neb. Sept. 5, 2024).	<b>Yes.</b> <i>Abira Med. Lab'ys, LLC v. Mut. of Omaha Ins. Co.</i> , No. 8:24CV194, 2024 WL 4056573, at *8 (D. Neb. Sept. 5, 2024).	<b>Yes.</b> <i>Props. Inv. Grp. of Mid-America v. Applied Comms., Inc.</i> , 495 N.W.2d 483, 489 (Neb. 1993).

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Nevada  <u>Plaintiff:</u> Duncan (§ 88)	<b>Yes.</b> <i>Gaia Ethnobotanical, LLC v. TI Payments LLC</i> , No. 2:22-cv-01046, 2024 WL 987981, at *3 (D. Nev. Mar. 6, 2024).	<b>Yes.</b> <i>Boesiger v. Desert Appraisals, LLC</i> , 444 P.3d 436, 440-41 (Nev. 2019).	<b>Yes.</b> <i>Gaia Ethnobotanical, LLC v. TI Payments LLC</i> , No. 2:22-cv-01046, 2024 WL 987981, at *3 (D. Nev. Mar. 6, 2024).	<b>Yes.</b> <i>Gaia Ethnobotanical, LLC v. TI Payments LLC</i> , No. 2:22-cv-01046, 2024 WL 987981, at *3 (D. Nev. Mar. 6, 2024).	<b>Yes.</b> <i>Meritage Homes of Nevada, Inc. v. FNBN-Rescon I, LLC</i> , 86 F. Supp. 3d 1130, 1144 (D Nev. 2015).
New Hampshire  <u>Plaintiff:</u> Rubera (§ 90)	<b>Yes.</b> <i>Doe v. Trs. Of Dartmouth Coll.</i> , 731 F. Supp. 3d 222, 241 (D.N.H 2024).	<b>Yes.</b> <i>Grossman v. Murray</i> , 741 A.2d 1218, 1220 (N.H. 1999).	<b>Yes.</b> <i>Doe v. Trs. Of Dartmouth Coll.</i> , 731 F. Supp. 3d 222, 241 (D.N.H 2024).	<b>Yes.</b> <i>Doe v. Trs. Of Dartmouth Coll.</i> , 731 F. Supp. 3d 222, 241 (D.N.H 2024).	<b>Yes.</b> <i>Wescott v. Warden, New Hampshire State Prison</i> , No. 2022-0562, 2024 WL 4469345, at *4 (N.H. Oct.. 11, 2024).

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New Jersey  <u>Plaintiffs:</u> Loforese (¶ 92) Slack (¶ 94)	<b>Yes.</b> <i>Frederico v. Home Depot</i> , 507 F.3d 188, 203 (3d Cir. 2007).	<b>Yes.</b> <i>Rieder Cmtys., Inc. v. Twp. of N. Brunswick</i> , 546 A.2d 563, 566 (N.J. Super. Ct. App. Div. 1988).	<b>Yes.</b> <i>Frederico v. Home Depot</i> , 507 F.3d 188, 203 (3d Cir. 2007).	<b>Yes.</b> <i>Frederico v. Home Depot</i> , 507 F.3d 188, 203 (3d Cir. 2007).	<b>Yes.</b> <i>Zydus Worldwide DMCC v. Teva API Inc.</i> , 461 F. Supp.3d 119, 133 (D.N.J. 2020).
New Mexico  <u>Plaintiff:</u> Schiller (¶ 96)	<b>Yes.</b> <i>Tapia v. City of Albuquerque</i> , 10 F. Supp. 3d 1323, 1271 (D.N.M. 2014).	<b>Yes.</b> <i>Fleet Mortg. Corp. v. Schuster</i> , 811 P.2d 81, 82 (N.M. 1991).	<b>Yes.</b> <i>Tapia v. City of Albuquerque</i> , 10 F. Supp. 3d 1323, 1271 (D.N.M. 2014).	<b>Yes.</b> <i>Tapia v. City of Albuquerque</i> , 10 F. Supp. 3d 1323, 1271 (D.N.M. 2014).	<b>Yes.</b> <i>M.G. through Garcia v. Scrase</i> , 637 F. Supp. 3d 1238, 1243-44 (D.N.M. 2022).



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New York  <u>Plaintiffs:</u> Korlou (¶ 98) Donadio (¶ 100)	<b>Yes.</b> <i>DeMarle v. Videk, Inc.</i> , 678 F. Supp. 3d 353, 361 (W.D.N.Y. 2023).	<b>Yes.</b> <i>Dormitory Auth. v. Samson Constr. Co.</i> , 94 N.E.3d 456, 459-60 (N.Y. 2018).	<b>Yes.</b> <i>DeMarle v. Videk, Inc.</i> , 678 F. Supp. 3d 353, 361 (W.D.N.Y. 2023).	<b>Yes.</b> <i>DeMarle v. Videk, Inc.</i> , 678 F. Supp. 3d 353, 361 (W.D.N.Y. 2023).	<b>Yes.</b> <i>Ortiz v. Consol. Edison Co. of New York, Inc.</i> , No. 8957, 2024 WL 3086161, at *27-28 (S.D.N.Y. June 7, 2024).
North Carolina  <u>Plaintiff:</u> Morgan (¶ 102)	<b>Yes.</b> <i>Soc'y for Historical Pres. of Twentysixth North Carolina Troops, Inc. v. City of Asheville</i> , 872 S.E.2d 134, 140 (N.C. Ct. App. 2022).	<b>Yes.</b> <i>Raritan River Steel Co. v. Cherry, Bekaert &amp; Holland</i> , 407 S.E.2d 178, 181 (N.C. 1991).	<b>Yes.</b> <i>Soc'y for Historical Pres. of Twentysixth North Carolina Troops, Inc. v. City of Asheville</i> , 872 S.E.2d 134, 140 (N.C. Ct. App. 2022).	<b>Yes.</b> <i>Soc'y for Historical Pres. of Twentysixth North Carolina Troops, Inc. v. City of Asheville</i> , 872 S.E.2d 134, 140 (N.C. Ct. App. 2022).	<b>Yes.</b> <i>Holshouser v. Shaner Hotel Grp. Props. One Ltd. P'ship</i> , 518 S.E.2d 17, 25 (N.C. Ct. App. 1999).

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North Dakota  <u>Plaintiff:</u> Poitra (¶ 104)	<b>Yes.</b> <i>Welch Const. &amp; Excavating, LLC v. Duong</i> , 877 N.W.2d 292, 294 (N.D. 2016).	<b>Yes.</b> <i>Apache Corp. v. MDU Res. Grp., Inc.</i> , 603 N.W.2d 891, 894 (N.D. 1999).	<b>Yes.</b> <i>Welch Const. &amp; Excavating, LLC v. Duong</i> , 877 N.W.2d 292, 294 (N.D. 2016).	<b>Yes.</b> <i>Welch Const. &amp; Excavating, LLC v. Duong</i> , 877 N.W.2d 292, 294 (N.D. 2016).	<b>Yes.</b> <i>GEM Razorback, LLC v. Zenergy, Inc.</i> , 890 N.W.2d 544, 548-49 (N.D. 2017).
Ohio  <u>Plaintiffs:</u> Abramczyk (¶ 106) Griffith (¶ 108)	<b>Yes.</b> <i>BCG Masonic Cleveland, LLC v. Live Nation Ent., Inc.</i> , 570 F. Supp. 3d 552, 560 (N.D. Ohio 2021).	<b>Yes.</b> <i>DVCC, Inc v. Med. College of Ohio</i> , No. 05AP–237, 2006 WL 496036, at *8 (Ohio Ct. App. Mar. 2, 2006).	<b>Yes.</b> <i>BCG Masonic Cleveland, LLC v. Live Nation Ent., Inc.</i> , 570 F. Supp. 3d 552, 560 (N.D. Ohio 2021).	<b>Yes.</b> <i>BCG Masonic Cleveland, LLC v. Live Nation Ent., Inc.</i> , 570 F. Supp. 3d 552, 560 (N.D. Ohio 2021).	<b>Yes.</b> <i>DVCC, Inc v. Med. College of Ohio</i> , No. 05AP–237, 2006 WL 496036, at *9-*10 (Ohio Ct. App. Mar. 2, 2006).

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Oklahoma  <u>Plaintiff:</u> Thorne (§ 110)	<b>Yes.</b> <i>Charles W. &amp; Patty N. Brown, LLC v. Newfield Expl. Mid-Continent, Inc.</i> , No. CIV-19-600, 2023 WL 2671392, at *2 (W.D. Okla. Mar. 28, 2023).	<b>Yes.</b> <i>Briggs v. Oklahoma ex rel. Dep't of Human Servs.</i> , 472 F. Supp. 2d 1288, 1239 (W.D. Ok. 2007).	<b>Yes.</b> <i>Charles W. &amp; Patty N. Brown, LLC v. Newfield Expl. Mid-Continent, Inc.</i> , No. CIV-19-600, 2023 WL 2671392, at *2 (W.D. Okla. Mar. 28, 2023).	<b>Yes.</b> <i>Charles W. &amp; Patty N. Brown, LLC v. Newfield Expl. Mid-Continent, Inc.</i> , No. CIV-19-600, 2023 WL 2671392, at *2 (W.D. Okla. Mar. 28, 2023).	<b>Yes.</b> <i>May v. Mid-Century Ins. Co.</i> , 151 P.3d 132, 141 (Okla. 2006).
Oregon  <u>Plaintiff:</u> Lanier (§ 112)	<b>Yes.</b> <i>Hardt v. City of Portland</i> , No. 3:23-cv-01980, 2024 WL 1286542, at *4 (D. Or. Mar. 26, 2024).	<b>Yes.</b> <i>Lord v. Parisi</i> , 19 P.3d 358, 361-62 (Or. Ct. App. 2001).	<b>Yes.</b> <i>Hardt v. City of Portland</i> , No. 3:23-cv-01980, 2024 WL 1286542, at *4 (D. Or. Mar. 26, 2024).	<b>Yes.</b> <i>Hardt v. City of Portland</i> , No. 3:23-cv-01980, 2024 WL 1286542, at *4 (D. Or. Mar. 26, 2024).	<b>Yes.</b> <i>Stonecrest Props., LLC v. City of Eugene</i> , 382 P.3d 539, 543 (Or. Ct. App. 2016).

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Pennsylvania  <u>Plaintiffs:</u> Harbon (¶ 114) Kaehler (¶ 116) Kirkpatrick (¶ 118)	<b>Yes.</b> <i>Keystone Alternatives LLC v. Athletes First, LLC</i> , No. 1:23-cv-01161, 2024 WL 3091965, at *8 (M.D. Pa. June 21, 2024).	<b>Yes.</b> <i>Am. Cargo Logistics, Inc. v. Pilot Air Freight, LLC</i> , No. 24-2300, 2025 WL 466906, at *4 (E.D. Pa. Feb. 6, 2025).	<b>Yes.</b> <i>Keystone Alternatives LLC v. Athletes First, LLC</i> , No. 1:23-cv-01161, 2024 WL 3091965, at *8 (M.D. Pa. June 21, 2024).	<b>Yes.</b> <i>Keystone Alternatives LLC v. Athletes First, LLC</i> , No. 1:23-cv-01161, 2024 WL 3091965, at *8 (M.D. Pa. June 21, 2024).	<b>Yes.</b> <i>Am. Cargo Logistics, Inc. v. Pilot Air Freight, LLC</i> , No. 24-2300, 2025 WL 466906, at *5 (E.D. Pa. Feb. 6, 2025).
Rhode Island  <u>Plaintiff:</u> Bussick (¶ 120)	<b>Yes.</b> <i>Pickett v. Ditech Fin., LLC</i> , 322 F. Supp. 3d 287, 291 (D.R.I. 2018).	<b>Yes.</b> <i>Hexagon Holdings, Inc. v. Carlisle Syntec Inc.</i> , 199 A.3d 1034, 1039 (R.I. 2019).	<b>Yes.</b> <i>Pickett v. Ditech Fin., LLC</i> , 322 F. Supp. 3d 287, 291 (D.R.I. 2018).	<b>Yes.</b> <i>Pickett v. Ditech Fin., LLC</i> , 322 F. Supp. 3d 287, 291 (D.R.I. 2018).	<b>Yes.</b> <i>State v. Med. Malpractice Joint Underwriting Ass'n</i> , No. 03-0743, 2005 WL 1377493, at *3 (R.I. Super. Ct. June 7, 2005).

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South Carolina  <u>Plaintiff:</u> Tynch (¶ 122)	<b>Yes.</b> <i>Austin v. Orangeburg Homes, LLC</i> , No. 5:20-cv-3406, 2021 WL 4227498, at *2 (D.S.C. Sept. 16, 2021).	<b>Yes.</b> <i>Bob Hammond Const. Co., Inc. v. Banks Constr. Co.</i> , 440 S.E.2d 890, 891 (S.C. Ct. App. 1994).	<b>Yes.</b> <i>Austin v. Orangeburg Homes, LLC</i> , No. 5:20-cv-3406, 2021 WL 4227498, at *2 (D.S.C. Sept. 16, 2021).	<b>Yes.</b> <i>Austin v. Orangeburg Homes, LLC</i> , No. 5:20-cv-3406, 2021 WL 4227498, at *2 (D.S.C. Sept. 16, 2021).	<b>Yes.</b> <i>Sublett v. Belfor USA Group, Inc.</i> , No. 2:20-cv-04294, 2023 WL 11886656, at *4 (D.S.C. Dec. 4, 2023).
South Dakota  <u>Plaintiff:</u> Rush (¶ 124)	<b>Yes.</b> <i>Mettler ex rel. Mettler v. Ability Ins. Co.</i> , No. 1:14-CV-01021, 2015 WL 5638076, at *3 (D.S.D. Sept. 24, 2015).	<b>Yes.</b> <i>Sisney v. Sisney</i> , 754 N.W.2d 639, 643 (S.D. 2008).	<b>Yes.</b> <i>Mettler ex rel. Mettler v. Ability Ins. Co.</i> , No. 1:14-CV-01021, 2015 WL 5638076, at *3 (D.S.D. Sept. 24, 2015).	<b>Yes.</b> <i>Mettler ex rel. Mettler v. Ability Ins. Co.</i> , No. 1:14-CV-01021, 2015 WL 5638076, at *3 (D.S.D. Sept. 24, 2015).	<b>Yes.</b> <i>Estes v. Hughes Cty.</i> , No. 3:20-CV-03013, 2021 WL 2043070, at *6 (D.S.C. May 21, 2021).

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Tennessee  <u>Plaintiff:</u> Lovell (¶ 126)	<b>Yes.</b> <i>First Tennessee Bank Nat. Ass'n v. Thoroughbred Motor Cars, Inc.</i> , 932 S.W.2d 928, 930 (Tenn. App. 1996).	<b>Yes.</b> <i>First Tennessee Bank Nat. Ass'n v. Thoroughbred Motor Cars, Inc.</i> , 932 S.W.2d 928, 930 (Tenn. App. 1996).	<b>Yes.</b> <i>Berry v. Regions Fin. Corp.</i> , 507 F. Supp. 3d 972, 979 (W.D. Tenn. 2020).	<b>Yes.</b> <i>Berry v. Regions Fin. Corp.</i> , 507 F. Supp. 3d 972, 979 (W.D. Tenn. 2020).	<b>Yes.</b> <i>Am. Fed'n of Musicians of the United States and Canda v. Rural Media Grp.</i> , No. 3:20-cv-00318, 2021 WL 848699 (M.D. Tenn. Mar. 5, 2021).
Texas  <u>Plaintiffs:</u> Estep (¶ 128) Williams (¶ 130)	<b>Yes.</b> <i>Williams v. Wells Fargo Bank, N.A.</i> , 884 F.3d 239, 244 (5th Cir. 2018).	<b>Yes.</b> <i>MCI Telecomms. Corp. v. Texas Utils. Elec. Co.</i> , 995 S.W.2d 647 (Tex. 1999).	<b>Yes.</b> <i>Williams v. Wells Fargo Bank, N.A.</i> , 884 F.3d 239, 244 (5th Cir. 2018).	<b>Yes.</b> <i>Williams v. Wells Fargo Bank, N.A.</i> , 884 F.3d 239, 244 (5th Cir. 2018).	<b>Yes.</b> <i>Wal-Mart Stores, Inc. v. Xerox State &amp; Local Sols., Inc.</i> , 663 S.W.3d 569, 583 (Tex. 2023).

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Utah  <u>Plaintiff:</u> Johnson (¶ 132)	<b>Yes.</b> <i>Milestone Elec., Inc. v. Nice inContact, Inc.</i> , No. 2:20-cv-00630, 2021 WL 5007707, at *2 (D. Utah Oct. 28, 2021).	<b>Yes.</b> <i>Lilley v. JP Morgan Chase</i> , 317 P.3d 470, 472 (Utah 2013).	<b>Yes.</b> <i>Milestone Elec., Inc. v. Nice inContact, Inc.</i> , No. 2:20-cv-00630, 2021 WL 5007707, at *2 (D. Utah Oct. 28, 2021).	<b>Yes.</b> <i>Milestone Elec., Inc. v. Nice inContact, Inc.</i> , No. 2:20-cv-00630, 2021 WL 5007707, at *2 (D. Utah Oct. 28, 2021).	<b>Yes.</b> <i>Lilley v. JP Morgan Chase</i> , 317 P.3d 470, 473 (Utah 2013).
Vermont  <u>Plaintiff:</u> Agres (¶ 134)	<b>Yes.</b> <i>Mooers v. College</i> , No. 2:20-cv-00144, 2024 WL 4519182, at *6 (D. Vt. Oct. 17, 2024).	<b>Yes.</b> <i>Country Mut. Ins. Co. v. Altisource Online Auction, Inc.</i> , No. 2:19-cv-74, 2020 WL 4275660, at *6 (D. Vt. July 24, 2020).	<b>Yes.</b> <i>Mooers v. College</i> , No. 2:20-cv-00144, 2024 WL 4519182, at *6 (D. Vt. Oct. 17, 2024).	<b>Yes.</b> <i>Mooers v. College</i> , No. 2:20-cv-00144, 2024 WL 4519182, at *6 (D. Vt. Oct. 17, 2024).	<b>Yes.</b> <i>Frank W. Whitcomb Const. Corp. v. Cedar Constr. Co.</i> , 459 A.2d 985, 988-89 (Vt. 1983).

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Virginia  <u>Plaintiff:</u> Hanes (§ 136)	<b>Yes.</b> <i>Sunrise Continuing Care, LLC v. Wright</i> , 671 S.E.2d 132, 135 (Va. 2009).	<b>Yes.</b> <i>Environmental Staffing Acquisition Corp. v. B &amp; R Const. Mgmt., Inc.</i> , 725 S.E.2d 550, 553-54 (Va. 2012).	<b>Yes.</b> <i>Sunrise Continuing Care, LLC v. Wright</i> , 671 S.E.2d 132, 135 (Va. 2009).	<b>Yes.</b> <i>Sunrise Continuing Care, LLC v. Wright</i> , 671 S.E.2d 132, 135 (Va. 2009).	<b>Yes.</b> <i>Environmental Staffing Acquisition Corp. v. B &amp; R Const. Mgmt., Inc.</i> , 725 S.E.2d 550, 553-54 (Va. 2012).
Washington  <u>Plaintiff:</u> Ivory (§ 138)	<b>Yes.</b> <i>Silvey v. Numerica Credit Union</i> , 519 P.3d 920, 925-26 (Wash. Ct. App. 2022).	<b>Yes.</b> <i>Donald B. Murphy Contractors, Inc. v. King Cnty.</i> , 49 P.3d 912, 914 (Wash. Ct. App. 2002).	<b>Yes.</b> <i>Silvey v. Numerica Credit Union</i> , 519 P.3d 920, 925-26 (Wash. Ct. App. 2022).	<b>Yes.</b> <i>Silvey v. Numerica Credit Union</i> , 519 P.3d 920, 925-26 (Wash. Ct. App. 2022).	<b>Yes.</b> <i>Donald B. Murphy Contractors, Inc. v. King Cnty.</i> , 49 P.3d 912, 914 (Wash. Ct. App. 2002).



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West Virginia  <u>Plaintiffs:</u> Knopp (¶ 140) Wetzel (¶ 142)	<b>Yes.</b> <i>Nance v. Huntington W. Va. Hous. Auth.</i> , No. 16-0855, 2017 WL 2210152, at *5 (W. Va. 2017).	<b>Yes.</b> <i>Woodford v. Glenville State Coll. Hous. Corp.</i> , 225 S.E.2d 671, 674-75 (W. Va. 1976).	<b>Yes.</b> <i>Nance v. Huntington W. Va. Hous. Auth.</i> , No. 16-0855, 2017 WL 2210152, at *5 (W. Va. 2017).	<b>Yes.</b> <i>Nance v. Huntington W. Va. Hous. Auth.</i> , No. 16-0855, 2017 WL 2210152, at *5 (W. Va. 2017).	<b>Yes.</b> <i>Woodford v. Glenville State Coll. Hous. Corp.</i> , 225 S.E.2d 671, 674-75 (W. Va. 1976).
Wisconsin  <u>Plaintiff:</u> Anderson (¶ 144)	<b>Yes.</b> <i>Pagoudis v. Keidl</i> , 988 N.W.2d 606, 612 (Wis. 2023).	<b>Yes.</b> <i>Sussex Tool &amp; Supply, Inc. v. Mainline Sewer and Water, Inc.</i> , 605 N.W.2d 620, 622-23 (Wis. Ct. App. 1999).	<b>Yes.</b> <i>Pagoudis v. Keidl</i> , 988 N.W.2d 606, 612 (Wis., 2023).	<b>Yes.</b> <i>Pagoudis v. Keidl</i> , 988 N.W.2d 606, 612 (Wis., 2023).	<b>Yes.</b> <i>Leslie v. Sullivan</i> , No. 00-C-519, 2000 WL 34227530, at 3-4 (W.D Wis. Nov. 13, 2000).

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Wyoming  <u>Plaintiff:</u> Fossen (¶ 146)	<b>Yes.</b> <i>Richardson Associates v. Lincoln-Devore, Inc.</i> , 806 P.2d 790, 808 (Wyo. 1991).	<b>Yes.</b> <i>Corsi v. Farm</i> , No. 2:12-CV-052, 2013 WL 11330880, at *5 (D. Wyo. 2013).	<b>Yes.</b> <i>Richardson Associates v. Lincoln-Devore, Inc.</i> , 806 P.2d 790, 807 (Wyo. 1991).	<b>Yes.</b> <i>Richardson Associates v. Lincoln-Devore, Inc.</i> , 806 P.2d 790, 807 (Wyo. 1991).	<b>Yes.</b> <i>Eagle Bear v. Harvey</i> , No. 19-CV-163, 2020 WL 10356632, at *3-4 (D. Wyo. Aug 25, 2020).